

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE J		PAGE OF PAGES 1 15	
2 AMENDMENT/MODIFICATION NO 04		3 EFFECTIVE DATE 18-Nov-2011		4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)	
6 ISSUED BY NAWCTSD 253 12350 RESEARCH PARKWAY ORLANDO FL 32826		CODE N61340		7 ADMINISTERED BY (If other than item 6) DEFENSE CONTRACT MANAGEMENT AGENCY EAST DCMA BALTIMORE 217 EAST REDWOOD ST. SUITE 1800 BALTIMORE MD 21202-5299		CODE S2101A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) L B & B ASSOCIATES INC. RICK FRANZ 9891 BROKENLAND PKWY STE 400 COLUMBIA MD 21046-1165				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N61340-11-D-1007-0002			
				X 10B. DATED (SEE ITEM 13) 04-Aug-2011			
CODE 0V349		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR 43.103(a)(3) Agreement of the parties; DFARS 252.232-7007							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: harveyj12158 PR: 1300234604 See summary of changes.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) HOLLY JUSTICE DEFORD (25351) / CONTRACTING OFFICER TEL: 407-380-4418 EMAIL: hollydeford@navy.mil			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 18-Nov-2011	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

PR: 1300234604

The purpose of this modification is as follows:

1. Established CLINs 1241, 1242 and 1243 for FY 12 LCS JOOD CIS services. Prices are based on negotiated rates NAWCTSD and LB&B Associates.
2. Establish option year CLINs 1342, 1343, 1344, 1345, 1442, 1443, 1444, 1445, 1542, 1543, 1544, 1545, 1642, 1643, 1644 and 1645 for out year LCS JOOD CIS services. Prices are based on negotiated rates NAWCTSD and LB&B Associates.
3. Revise the PBW to reflect the addition of CLINs 1241, 1242, 1243, 1342, 1343, 1344, 1345, 1442, 1443, 1444, 1445, 1542, 1543, 1544, 1545, 1642, 1643, 1644, 1645. These CLINs represent the addition of the LCS JOOD effort to the San Diego site.
4. Establish SLIN 124101 to fund the LCS JOOD CIS Effort for 1 month under CLIN 1241. Obligate funding in the amount of \$40,000 on SLIN 124101.
5. Update DFARS clause 252.232-7007 Limitation of Government's Obligation (May 2006) to reflect a total funding currently available for this contract of **\$1,586,994.59**.
6. Revise section F to reflect the addition of CLINs 1241, 1242, 1243, 1342, 1343, 1344, 1345, 1442, 1443, 1444, 1445, 1542, 1543, 1544, 1545, 1642, 1643, 1644, 1645 and their respective Periods of Performance.

All other terms and conditions remain unchanged.

No further changes are made by this modification.

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$324,657.00 from \$1,790,538.07 to \$2,115,195.07.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 1241 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1241		3	Months		
	CIS San Diego LCS JOOD 2nd Quarter FFP				
	Contractor Instructor Services for 2nd Quarter FY 2012				
	FOB: Destination				
NET AMT					

SUBCLIN 124101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
124101	Funding for CLIN 1241 FFP Funding for Contractor Instructor Services in 2nd Quarter FY 2012 FOB: Destination		Months		\$0.00
NET AMT					\$0.00
ACRN AC CIN: 00000000000000000000000000000000					\$40,000.00

CLIN 1242 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1242	CIS San Diego LCS JOOD 3rd Quarter FFP Contractor Instructor Services for 3rd Quarter FY 2012 FOB: Destination	3	Months		
NET AMT					

CLIN 1243 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1243	CIS San Diego LCS JOOD 4th Quarter FFP	3	Months		
	Contractor Instructor Services for 4th Quarter FY 2012				
	FOB: Destination				

NET AMT

CLIN 1342 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1342	CIS San Diego LCS JOOD 1st Quarter FFP	3	Months		
OPTION	Contractor Instructor Services for 1st Quarter FY 2013				
	FOB: Destination				

NET AMT

CLIN 1343 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1343		3	Months		
OPTION	CIS San Diego LCS JOOD 2nd Quarter FFP Contractor Instructor Services for 2nd Quarter FY 2013 FOB: Destination				

NET AMT

CLIN 1344 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1344		3	Months		
OPTION	CIS San Diego LCS JOOD 3rd Quarter FFP Contractor Instructor Services for 3rd Quarter FY 2013 FOB: Destination				

NET AMT

CLIN 1345 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1345		3	Months		
OPTION	CIS San Diego LCS JOOD 4th Quarter FFP				
	Contractor Instructor Services for 4th Quarter FY 2013				
	FOB: Destination				

NET AMT

CLIN 1442 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1442		3	Months		
OPTION	CIS San Diego LCS JOOD 1st Quarter FFP				
	Contractor Instructor Services for 1st Quarter FY 2014				
	FOB: Destination				

NET AMT

CLIN 1443 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1443		3	Months		
OPTION	CIS San Diego LCS JOOD 2nd Quarter FFP Contractor Instructor Services for 2nd Quarter FY 2014 FOB: Destination				
				NET AMT	

CLIN 1444 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1444		3	Months		
OPTION	CIS San Diego LCS JOOD 3rd Quarter FFP Contractor Instructor Services for 3rd Quarter FY 2014 FOB: Destination				
				NET AMT	

CLIN 1445 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1445		3	Months		
OPTION	CIS San Diego LCS JOOD 4th Quarter FFP Contractor Instructor Services for 4th Quarter FY 2014 FOB: Destination				
				NET AMT	

CLIN 1542 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1542		3	Months		
OPTION	CIS San Diego LCS JOOD 1st Quarter FFP Contractor Instructor Services for 1st Quarter FY 2015 FOB: Destination				
				NET AMT	

CLIN 1543 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1543		3	Months		
OPTION	CIS San Diego LCS JOOD 2nd Quarter FFP Contractor Instructor Services for 2nd Quarter FY 2015 FOB: Destination				
				NET AMT	

CLIN 1544 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1544		3	Months		
OPTION	CIS San Diego LCS JOOD 3rd Quarter FFP Contractor Instructor Services for 3rd Quarter FY 2015 FOB: Destination				
				NET AMT	

CLIN 1545 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1545		3	Months		
OPTION	CIS San Diego LCS JOOD 4th Quarter FFP Contractor Instructor Services for 4th Quarter FY 2015 FOB: Destination				
				NET AMT	

CLIN 1642 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1642		3	Months		
OPTION	CIS San Diego LCS JOOD 1st Quarter FFP				
	Contractor Instructor Services for 1st Quarter FY 2016				
	FOB: Destination				

NET AMT

CLIN 1643 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1643		3	Months		
OPTION	CIS San Diego LCS JOOD 2nd Quarter FFP				
	Contractor Instructor Services for 2nd Quarter FY 2016				
	FOB: Destination				

NET AMT

CLIN 1644 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1644		3	Months		
OPTION	CIS San Diego LCS JOOD 3rd Quarter FFP Contractor Instructor Services for 3rd Quarter FY 2016 FOB: Destination				

 NET AMT

CLIN 1645 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1645		3	Months		
OPTION	CIS San Diego LCS JOOD 4th Quarter FFP Contractor Instructor Services for 4th Quarter FY 2016 FOB: Destination				

 NET AMT
SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:

F.1 Period of Performance

The task order will not exceed 60 months, including option periods. The task order Period of Performance is provided in the following table:

Effort/FY	DESCRIPTION	Period of Performance
Mobilization	Mobilization CLINS 1101 – 1107	16 Aug 2011 – 30 Sep 2011
FY 12 (Base)	CIS Services CLINS 1201 – 1243	1 Oct 2011 – 30 Sep 2012
FY 13 (OPTION*)	CIS Services CLINS 1301 – 1345	1 Oct 2012 – 30 Sep 2013

FY 14 (OPTION*)	CIS Services CLINS 1401 – 1445	1 Oct 2013 – 30 Sep 2014
FY 15 (OPTION*)	CIS Services CLINS 1501 – 1545	1 Oct 2014 – 30 Sep 2015
FY 16 (OPTION*)	CIS Services CLINS 1601 – 1645	1 Oct 2015 – 15 Aug 2016

*Options are at the task level within each CLIN for Each FY marked “Option.” See Special Contract Requirement H.1.

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$40,000.00 from \$1,546,994.59 to \$1,586,994.59.

SUBCLIN 124101:

Funding on SUBCLIN 124101 is initiated as follows:

ACRN: AC

CIN: 00000000000000000000000000000000

Acctng Data: 1721804 22M8 252 63190 0 068566 2D C00004

Increase: \$40,000.00

Total: \$40,000.00

Cost Code: 631902N25SHQ

The following have been modified:

252.232-7007 LIMITATION OF GOVERNMENT’S OBLIGATION (MAY 2006)

(a) All Contract Line Items may be incrementally funded. For these item(s), the sum of **\$1,586,994.59** of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government’s convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled “Termination for Convenience of the Government.” As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor’s best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional

funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract as funding becomes available in the out years of this contract.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Exhibits

CDRLs --- DD Forms 1423:

Exhibit A001 – Contract Funding Status Report (CFSR)

Exhibit A002 – Conference Minutes

Exhibit A005 – Contractor Inventory/Utilization Report of GFP/GFI

Exhibit A006 – Mobilization CI Contractor Performance Summary Report

Exhibit A007 – CI Contractor Performance Summary Report

Exhibit A009 – Quality System Plan

Note: CDRL numbers A003, A004 and A008 not used.

Attachments

Attachment 1

Statement_of_Work_(SOW)_Addendum_B_(CIS)_NSS__RFP_22APR2011_CH 2

Appendix B01_NSST_28_Mar_11_CH1

Attachment 1- ATG Atlantic, Norfolk VA Ch1 01May11

Attachment 2- ATG Pacific, San Diego CA Ch1 01May11

Attachment 3- ATG Mayport FL Ch1 01May11
Attachment 4- ATG Northwest, Everett WA Ch1 01May11
Attachment 5- ATG MIDPAC, Pearl Harbor HI Ch1 01May11
Attachment 6- ATG USNB, Sasebo Japan Ch1 01May11
Attachment 7- ATG USNB, Yokosuka Japan Ch1 01May11

Attachment 2 CDRL Addressee List

Attachment 3 DD Form 254 – Contract Security Classification Specification

Attachment 4 Quality Assurance Surveillance Plan (QASP)

Attachment 5 Price Breakout Worksheet (PBW)

Attachment 6 Government Furnished Equipment (GFE) List

Attachment 7 NSS Site Specific Contact Information

(End of Summary of Changes)